

#### Update #4

1. I would like to thank everyone whom attended the pre-proposal conference. The question and answer period was very helpful, and below I have all answers from questions submitted prior to the pre-proposal conference but after update #3, during the pre-proposal conference, and after the pre-proposal conference. There will be more questions I am certain, and to assist everyone with a thorough understanding of the solicitation, I have moved the deadline for new questions. This deadline will be extended to Monday, May 18<sup>th</sup>, 2015 at 1100 hours local time.
2. Subsequently, the deadline for the solicitation submission will be extended to Tuesday, May 26<sup>th</sup>, 2015 at 1100 hours local time. Please note; the embassy will be closed on Monday, May 25<sup>th</sup> in observance of Memorial Day in the United States.
3. Section 1 has been amended as follows (amended section 1 is attached to this email):
  - a. III. Pricing, A. Standard Services – Base Year of Service, number 3, VAT is 0% due to Romanian tax law permitting process for embassy, working with vendor, to file necessary VAT exemption to Ministry of Finance.
  - b. III. Pricing, A. Standard Services – First Option Year of Service, number 3, VAT is 0% due to Romanian tax law permitting process for embassy, working with vendor, to file necessary VAT exemption to Ministry of Finance.
  - c. III. Pricing, A. Standard Services – First Option Year of Service, number III.B.3 change from base year to First Option Year Grand Total for Temporary Additional Services and the line below from base year to First Option Year Grand Total of All Services.
  - d. 1.8 Wireless Application Protocol (WAP) – section struck.
  - e. 2e. Invoicing should read as follows: “Payment shall be made in ~~local currency~~ **Euros** by Electronic Fund Transfer (EFT) within 30 days after receipt of the proper invoice.”
4. The above noted changes will also be notated in SF-30, which is attached to this email. Please print out, fill in block number 8 and 15A, sign block 15B, scan, and email to me to acknowledge receipt of the solicitation amendments.
5. SF 1449 (fillable .pdf version is attached to this email). Offeror to complete blocks 12, 17, 23, 24, and 30. We have filled out the other pertinent information. In block 23, item number 1, you will enter the grand total for all services for base year, and for block 23, item number 1, you will enter the grand total for all services for first option year. Block 24 will automatically populate. Both blocks 23 and 24 will populate in the USD

currency. When you print to sign block 30, you may in pen strike the dollar signs in blocks 23 and 24 and write in EURO.

6. Questions and Answers. Please review carefully, as we have clarified our answers more fully. The answers below in this update replace those given on the agenda at the pre-proposal conference.

Q#1. Section 1. During this contract period, the Government shall place orders totaling a minimum of \$10,000.00. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed \$100,000. This reflects the contract maximum for this period of performance. Please confirm that the amount of \$10,000.00 represents the minimum contractual value for one year and subsequently, that the \$100,000 threshold represents the maximum value of the contract/year.

Answer to Q#1: Yes.

Q#2. Section 1. 1.1 MOBILE TELEPHONE EQUIPMENT

Upon request the contractor shall supply unlocked mobile phones at market rates or an agreed upon subsidized rate. The basic package shall include, but is not limited to, the following items:

Mobile Phone

Batteries (at least Li-Ion)

Battery Charger

User Manual

Safety Certificate and Brochures

Please state what is your preference: blackberry phones, android or IOS ones?

Answer to Q#2: Currently we utilize a mix of BlackBerry and some IOS devices. As we refresh devices we will work with our provider to specify a smartphone model based on our needs at the time.

Q#3. Section 1. 1.7 DATA SERVICES. The Contractor shall provide around the clock access to data services allowing free and open access to the internet.

Please detail what are you are referring to. The only known free access to internet is provided through WI-FI connections. Is it necessary to provide you our hot-spots list?

Answer to Q#3: Any data services provided through mobile phone plans should allow unrestricted access to the internet (i.e. no firewalls or blocking of internet sites).

Q#4. Section 1. 1.8 WIRELESS APPLICATION PROTOCOL (WAP)

The Contractor shall provide Internet connection through their network to the Wireless Application Protocol (WAP) Internet sites

Please detail what are you are referring to (WAP).

Answer to Q#4: WAP is an old protocol that is no longer utilized. This section can be ignored and has been struck.

Q#5: Section 1. 2. INVOICING

(e) Payment shall be made in local currency by Electronic Funds Transfer (EFT) within 30 days after receipt of the proper invoice

Please accept a payment term of 30 days after invoice issuing.

Answer to Q#5: Quotation to be given in Euro, company whom received award will invoice in Euro, US Embassy Bucharest will pay in Euro with payment term net 30. Modification to this solicitation will come shortly to change 2.(e) from local currency to Euro. Also, on all pricing sheets in section 1, III, A, VAT will be changed from 24% to 0%.

Q#6: Section 2. in its entirety

Please refer to Romanian regulations.

Answer to Q#6: We require clarification to this question, which regulations should we specifically refer to.

Q#7: Section 1. A.1. SF-1449. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Sections 1 and 5 have been filled out.

Please provide SF-1449 in word format or accept to complete it by hand (hand writing)

Answer to Q#7: Fillable .pdf is attached to this email update.

Q#8: Section 1. A.1. SF-1449. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Sections 1 and 5 have been filled out.

### III. PRICING - template

Please state what amount must be written in block 24: Base year grand total for standard services/ for all services/Base Year Total/ Option Year 1 Total/

### GRAND TOTAL FOR BASE + ALL OPTION YEARS

Answer to Q#8: SF 1449 (fillable .pdf version is attached to this email). Offeror to complete blocks 12, 17, 23, 24, and 30. We have filled out the other pertinent information. In block 23, item number 1, you will enter the grand total for all services for base year, and for

block 23, item number 1, you will enter the grand total for all services for first option year. Block 24 will automatically populate. Both blocks 23 and 24 will populate in the USD currency. When you print to sign block 30, you may in pen strike the dollar signs in blocks 23 and 24 and write in EURO.

Q#9: Section 3. A.2. INFORMATION

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work

Taking into consideration that these resources cannot be certified by an external party, please accept instead a declaration of the bidder stating the involved/necessary resources.

Answer to Q#9: We will accept this declaration.

Q#10: Section 3.

A.2. INFORMATION (6)

(d) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), or (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.  
and

A.3. IF REQUIRED BY THE SOLICITATION, PROVIDE EITHER:

(a) a copy of the Certificate of Insurance, or  
(b) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

Please state if an insurance is required and of so, what does it have to cover, considering the scope of the RFQ (mobile services). We have a group policy covering "ALL RISKS MATERIAL DAMAGE AND BUSINESS INTERRUPTION". Can this be taken into consideration?

Answer to Q#10: Please provide a certificate of insurance.

Q#11: Section 3. ADDENDUM TO SOLICITATION PROVISIONS  
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

- Please confirm that this addendum does not apply to the scope of the RFQ.

Answer to Q#11: All information contained in the solicitation pertains to the requirement.

- Please take note that the provided references cannot be accessed:  
<http://www.acquisition.gov/far/or> <http://farsite.hill.af.mil/vffara.htm>

Answer to Q#11: Will provide copies of relevant references from this site, specifically FAR part 12 and FAR part 9.1, attached to this email update.

- Where is part 12 described?

Answer to Q#11: Attached to this email update.

Q#12: Section 4. (d) RESPONSIBILITY DETERMINATION. The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

Please provide us details about requirements of FAR 9.1.

Answer to Q#12: FAR 9.1 attached to this email update.

Q#13: Section 4. ADDENDUM TO EVALUATION FACTORS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

- Where is part 12 described?

Answer to Q#13: FAR 12 attached to this email update.

Q#14: Section 5. (c) to (e); (f), (g); (i) to (k)

Please confirm that these paragraphs are not applicable.

Answer to Q#14: Paragraphs c and d are reserved; therefore not applicable  
Paragraph e is applicable.  
Paragraphs f and g are reserved; therefore not applicable.  
Paragraphs i and j are reserved; therefore not applicable.  
Paragraph k is applicable.

Q#15: Section 5. (h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.)

Please explain what is the simplified acquisition threshold? Is it the one mentioned in Section 1?

Answer to Q#15: The simplified acquisition threshold is \$150,000.

Q#16: Section 5. (n) Prohibition on Contracting with Inverted Domestic Corporations.

Please give a definition for "Inverted Domestic Corporations"

Answer to Q#16: *Inverted domestic corporation* means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874. For our purposes, if the offeror certifies that they are not, then we performed our “check and balance.”

Q#17. Section 5. (p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

- Please confirm that in this case it is not mandatory to be registered in SAM or to have a DUNS Number

Answer to Q#17: previous information sent in Update #3.

- What is DUNS Number?

Answer to Q#17:

**DUNS** -Data Universal Numbering System

**To obtain a DUNS Number:**

a. Register with Dun & Bradstreet (D&B) to get a Data Universal Numbering System (DUNS) Number for free by going to <http://fedgov.dnb.com/webform>.

b. Make sure your organization's name and address match exactly what you entered to get your NCAGE/CAGE Code.

c. It takes up to **5 business days** to get an international DUNS number.

How to Get a DUNS / D&B Number for Free at:  
<https://www.youtube.com/watch?v=Balk4jJhy9M>

Q#18: Section 5.

ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS  
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

Taking into consideration that in the event that our offer will be declared winner, for the contract implementation and during its validity we will not hire employees for this purpose (all the required personnel is already working for our company), please confirm that this addendum is not mandatory.

Answer to Q#18: All required FAR and DOSAR clauses and solicitation provisions apply for this requirement.

Q#19: Section 5.

52.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID  
DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY  
FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)

Please confirm that these paragraphs are not applicable.

Answer to Q#19: All required FAR and DOSAR clauses and solicitation provisions apply for this requirement.

Q#20: Section 5.

RECRUITMENT OF THIRD COUNTRY NATIONALS (TCN) FOR PERFORMANCE ON  
DEPARTMENT OF STATE CONTRACTS (October 17, 2012)

Please confirm that these paragraphs are not applicable.

Answer to Q#20: All required FAR and DOSAR clauses and solicitation provisions apply for this requirement.

Q#21: Does the contract minimum and maximum dollar value (\$10,000/\$100,000) per year include equipment?

Answer to Q#21: No the dollar value only includes service. Equipment will be paid for from a separate budget.

Q#22: On the SF1449 can the blocks that need to be filled out be highlighted?

Answer to Q#22: We have provided a fillable .pdf version. We will prefill the SF1449 where appropriate, then you would complete as per the instructions blocks 12, 17, 23, 24 and 30.

Q#23: The timeframe for attaining a DUNS code can be three weeks or more. Are we still eligible to submit quotation if we are still in the process of completing the DUNS/SAM process.

Answer to Q#23: Yes. Please still place a proposal. The key is to start this process now in hopes it will be completed prior to an award.

Q#24: Section 1 1.15 – What is the brand or type of telephone switch for the E1 trunk?

Answer to Q#24: We just need a standard E1 trunk delivered to the Embassy demarcation point. We will take care of installing it on our telephone switch.

Q#25: In the section covering temporary suspension of service please define “an individual line”.

Answer to Q#25: An individual line refers to a single mobile phone account/phone number. As personnel transition we may need to place temporary holds on single accounts/phone numbers.

Q#26: Section 1-13 – In the defective equipment policy does the request apply to old mobile phones or only to new mobiles purchased as part of this contract?

Answer to Q#26: Only new mobile equipment purchased during the time of this contract.

Q#27: Section 1-12 – Does training apply to new or old equipment?

Answer to Q#27: Only new equipment purchased during the time of this contract.

Q#28: Can you present an overview of what should be delivered for our contract proposal? Sealed offer, additional documents, etc.

Answer to Q#28: Required documents specified in the RFQ must be included. Any additional information/documents can be provided and the technical review panel can review them.

Q#29: Section 2 – What documents will compose the final contract of the US Embassy?

Answer to Q#29: All clauses that will be included in the contract are listed in the RFQ. A final contract will be produced once a proposal has been accepted.

Q#30: Are all clauses in Section 2 compulsory?

Answer to Q#30: Yes.

Q#31: By submitting an offer we accept the clauses in the RFQ?

Answer to Q#31: Yes

Q#32: Can we make amendments or propose changes to the clauses?

Answer to Q#32: We need further clarification on this question, specifically, which clauses do you wish to propose an amendment?



Q#33: Will specific mobile devices be dedicated to each monthly service plan?

Answer to Q#33: No – devices may move between plans based on the needs of our customers. We have provided estimates on expected numbers of devices that will be subscribed to each plan.

Q#34: Can you please define what temporary subscriptions are?

Answer to Q#34: These are for special short term VIP visits that will last from a few days to one month.

Q#35: Do the temporary subscriptions need to have the same phone number?

Answer to Q#35: No – new phone numbers can be issued on demand as required.

Q#36: Will the temporary subscriptions utilize the same plans in the contract?

Answer to Q#36: Yes.

Q#37: Section 3-A2 – Is it acceptable to complete a declaration with customer contact information or do we need to provide written letters of recommendation from customers?

Answer to Q#37: A declaration is acceptable.

Q#38: Our certification proving local establishment of our company is in Romanian --- do you need it translated to English?

Answer to Q#38: No, we will accept the Romanian version.

Q#39: Section 3-(9) – Are we required to provide a copy of our entire general rate plans or only the ones that apply to this contract?

Answer to Q#39: Each offeror should be able to provide their rate plan subscription so technical evaluation panel would perform price analysis based on each offeror's plan.

Q#40: Section 5-P – Please provide more details about how we should prove ownership of our company.

Answer to Q#40: Examples include Articles of Incorporation or Organization, bylaws, written action of incorporation or organization, other written actions or meeting minutes, member control or operating agreement, agreements between the shareholders, or similar documents.

Q#41: Can you please provide clarification or an overview of Section 5 in its entirety? What documents should we provide?

Answer to Q#41: If you have already completed the annual representations and certification electronically via the System for Award Management (SAM) website then you complete

paragraph (b) and the provisions after paragraph (p), otherwise, you have to complete paragraphs (c) through (p) and the provisions after paragraph (p).

Paragraph (a) provides definitions.

Paragraph (b) is for those offerors whom completed annual representations and certification via SAM.

Paragraphs (c) and (d) are not applicable to this solicitation.

Paragraph (e) applies as this contract is expected to be greater than \$150,000. By submitting a proposal you make the certifications stated in the paragraph.

Paragraphs (f) and (g) are not applicable to this solicitation.

Paragraph (h) applies as this contract is expected to be greater than \$150,000. Read (h)(1), (h)(2), (h)(3) and (h)(4) and check the appropriate option, either you are or are not or have or have not in each certification.

Paragraphs (i) and (j) are not applicable to this solicitation.

Paragraph (k), the contracting officer has checked box (k)(2), as the offeror you will certify if does or does not parts i through iv. (k)(3) applies if offeror does not certify in (k)(2).

Paragraph (l) related to tax identification number of if it does not apply, respond accordingly.

Paragraph (m) by submitting a proposal you make the certifications stated in the paragraph.

Paragraph (n) by submitting a proposal you make the certifications stated in the paragraph.

Paragraph (o) by submitting a proposal you make the certifications stated in the paragraph.

Paragraph (p) complete the information as appropriate.

Addendum regarding Defense Base Act, complete the information as appropriate.

52.209-79, answer the two representations, offeror represents that it is or is not.

Recruitment of third country nationals (if applies follow the submittal requirements).

Q#42: Is Section 5 simply a legal checklist or is it just something we need to be aware of?

Answer to Q#42: refer to the answer to question number 41.

Q#43: Can some requirements in Section 5 be answered as non-applicable?

Answer to #43: refer to the answer to question number 41.

Q#44: Please state what is the format the offer proposal that we should fulfill and submit to you. Do you prefer an answer for each paragraph in sections 1, 3 and 4? If not what form of answer and presentation do you prefer?

Answer to Q#44: For the pricing sheets in section 1, those should be filled in and submitted. For 3.1 in section 1, is ask for a key person, with blanks to fill in position/function and name. One could fill it in on the paper and submit, or on separate sheet make sure you address this. Many other requirements ask for information that may be in separate documents that you will submit copies, and you may clarify or answer questions in a letter format as well. For section five, where there is an option, for example, to certify or represent that you have or not have,

does or does not, you could check the appropriate box or circle the appropriate word and submit. The key is to address everything.

Q#45: Moreover, in section 5 is specified the following *“The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.”*

If “our company” is not registered in SAM until 18th of May, please confirm the offer proposal should cover with answers only paragraphs (c) though (p) when applicable. Otherwise if our company will be registered in SAM at the specified date we should provide an answer only to paragraph (b).

Answer to Q#45: you have understood this correctly. Note the eight day extension for solicitation submission to the 26<sup>th</sup> of May could provide the time for SAM completion.

Q#46: What is the required number of DDIs for the E1 line? Please specify the range/exact public landline telephone numbers that should be included as DDI in the E1 line.

Answer to Q#46: 100 DDI's (DID's in English is Direct Inward Dialing). As we can port the existing range or have a new range and that it is a gateway for us, we would not need to specify the range/exact public landline telephone numbers.

Q#47: Do you consider a licensed band, P2P radio local loop as an accepted solution for the E1 line?

Answer to Q#47: No.

Q#48: Could you confirm if you accept an offer only for mobile services, without the E1 line?

Answer to Q#48: An offeror could submit, however, as Section 1, 1.15 states the contractor shall provide the ability to make mobile calls from landline phones located at the U.S. Embassy via a buried E1 terrestrial fiber cable connect to the Embassy telephone switch, this submission would not meet a requirement.

Q#49: Reference A#5 from the previous set of clarifications – please confirm that “payment term net 30” means 30 days after invoice issuing.

Answer to Q#49: Yes.

Q#50: Reference Section 1 – paragraph 16 – please accept to commonly draft this plan, after the contract awarding.

Answer to Q#50: This could wait until after solicitation submission. A QASP can be developed quickly as we already know what services and requirements we have. You may address this by sharing an example of a plan you deploy with another client or write up a brief overview description of how you do this for others and/or how you would like to proceed if awarded the contract.

Q#51: Reference Section 5 – taking into consideration that the bidders were asked (through update #3) to register in SAM and that the process for obtaining NCAGE code has been already started, can we complete Section 5 as we are already SAM registered (meaning only paragraph b)?

Answer to Q#51: After you submit your registration, you will receive notification in roughly two weeks' time that your registration is complete. Once you have this notification, you could then complete paragraph (b) in Section 5.

Q#52: Please provide us more details regarding the signification of „Federal law notion” and also about the laws applicable to the contract between the authority and the contractor.

Answer to Q#52: A guiding principle is that US law and regulation governs how we are to award and administer our contract. If there is any direct conflict with Romanian law, US law would prevail.

Also please note, we can amend solicitations if there is any kind of change or revision to the technical requirement; however, we don't not have authority to waive any FAR or DOSAR mandated language in a standard written clause. Again, these are “set in stone” and this office (nor my desk officer in Washington D.C.) does not have the authority to waive such clause requirements.